



**OFFICE OF THE BOARD OF COUNCILLORS  
ENGLISHBAZAR MUNICIPALITY**

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Memo. No. 1136/IV-2/17-18

Dated:- 02.08.2017

**Notice Inviting e-Tender No.- MAD/ULB/EBM/UIDSSMT/01/17-18**

**DETAILED NOTICE INVITING e-TENDER**

1. On behalf of the board of councillors, The Chairman, Englishbazar Municipality, invites e-Tenders (electronic Tenders) from eligible, resourceful & bonafide contractors as per the enclosed list of works (Table -1)
2. Applicants willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://wbtenders.gov.in> using the option —Click here to Enroll. Possession of a Valid Class II Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the Tender submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://wbtenders.gov.in>
3. Intending tenderer can search and download NIT and other tender documents electronically by logging on to the website <https://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the mode of collection of tender documents electronically.
4. Earnest Money, as specified in this NIT shall be paid online through ICICI Bank payment gateway or NEFT/RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NIT. Any Bid without EMD (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document. The Co-operative societies who want to avail exemption of Earnest Money Deposit, shall have to upload necessary GO in this regard.

5. A prospective tenderers shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

**6. Eligibility criteria for participation in tender:**

- i) The prospective Tenderers who are eligible to participate (Bonafide Outsider Contractors / Engineers Co.Op. / Labour Co. Op. etc. etc.) should have sufficient resources, financial solvency, sufficient experience as per Notification No. 03-A/PW/O/10C-02/14 Dated: 12.03.2015 of Public Works Department, Govt. Of West Bengal i.e (i) intending tenderers should have satisfactorily completed similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice or, (ii) Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,(iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e., the tenderer. Similar nature of work under the State/Central Govt. Undertaking, Board/Corporation, Local Bodies or similar Govt. Organization etc.(refer sl. no. 11, Table-1, Item-d) will only be considered. Scanned copy of the Completion Certificate issued by the Concerned Executing Authority should be uploaded as Non-Statutory Document through online. **Payment certificate/work order/certificate stating work under progress will not be considered as credential in this respect.Credential in the form of MOU, Joint Venture, Consortium, Sub-Contract etc. etc. will not be allowed at all.**
- ii) Uploading of scanned copies of Pan Card, up to date Professional Tax receipts, up to date VAT registration Certificate including VAT Return in the Technical Proposal as Non Statutory Documents.
- iii) Registered Unemployed Engineer's Co-Operative Societies and registered Labour Co-Operative Societies are to upload the documents apart from the documents mentioned under Cl. 6(i) Registration certificate, Bye Laws, audited balance sheet showing up to date accounts as Non Statutory Documents.
- iv)The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum as Non Statutory Documents.

**The Tender Documents shall consist of the following documents:**

- i. NIT
- ii. BOQ/price Schedule

**7. Submission of Tenders**

**7.1 General process of submission**

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-1.

Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

**a. Statutory Technical folder containing,**

- i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.
- ii) Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document. The Co-operative societies who want to avail exemption of Earnest Money Deposit, shall have to upload necessary GO in this regard.
- iii) Notice Inviting Tender
- iv) BOQ/Price Schedule

**Note:**

- i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.
- ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- iii. Tenders will be summarily rejected if any item in the statutory cover is missing.
- iv. In case of any inadvertent typographical mistake the same to be treated to be corrected as to confirm to the prevailing relevant schedule of rates or technically sanctioned estimate.
- v. Necessary deduction will be made as per relevant Govt. order.

**b. Non-Statutory Technical cover containing,**

- i. PAN Card, Up to date Professional Tax (PT) Clearance receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.
- ii. Up to date VAT Registration Certificate and valid Return Certificate of the last quarter of the current financial year.
- iii. Registered Deed for Partnership Firm.
- iv. Completion Certificate during the last 5(five) consecutive years [as stated in Clauses 6 (i)] for similar nature of work.
- v. Bank solvency certificate.
- vi. For Registered Unemployed Engineers' Co-Operative Societies and Registered Labour Co-Operative Societies *registration papers in support of their registration, Bye Laws*, up to date audited balance sheet.
- vii. Experience profile should be furnished as per following table.

**Experience profile**

**List of similar nature of work completed having value as per sl. no. 12, Table-1, Item-d in the last 5(five) financial years i.e. from FY 2012-2013 to FY 2016-2017**

Name of Agency	Name location & nature of work	Tender No. & Work order No.	Name of E.I.C. responsible supervision of for work	Estimated amount put to tender(Rs)	Contractual rate	Date of commencement	Schedule date of completion	Actual date of completion of work	Reason for delay in completion (If any)

**Note : Applicant may add necessary column and space, if required from his end.**

**THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the —My Documents list and then click the tab —Submit Non Statutory Documents to send the selected documents to Non-Statutory folder. Next, click the tab —Click to Encrypt and upload and then click the —Technical Folder to upload the Technical Documents.

Sl. No	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES <b>(ALL CERTIFICATE SHOULD BE UP TO DATE)</b>	<ol style="list-style-type: none"> <li>1. VAT Registration Certificate</li> <li>2. PAN Card</li> <li>3. P Tax (CHALLAN)</li> <li>4. Pre Qualification Application (Form I)</li> </ol>
B.	COMPANY DETAILS	COMPANY DETAILS	<ol style="list-style-type: none"> <li>1. Proprietorship Firm (Trade License)</li> <li>2. Partnership Firm (Partnership Deed, Trade License)</li> <li>3. LTD. Company (Registration Certificate, Trade License)</li> <li>4. Co-Operative Society (Society Registration Certificate) Bye Laws, up to date Audited Balance Sheet.</li> <li>5. Power of Attorney (Registered)</li> </ol>
C.	CREDENTIAL	Credential	<ol style="list-style-type: none"> <li>1. Completion Certificate for similar Work Done (refer clause 6. i )</li> <li>2. Experience profile [refer 7.1(b) Item No. (vii)]</li> </ol>

**NOTE: FAILURE OF SUBMISSION OF ANY ONE OF THE ABOVE MENTIONED DOCUMENTS WILL RENDER THE TENDER LIABLE TO BE REJECTED.**

## 8. Financial Proposal

- i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities - (BOQ) the contractor is to quote the rate item wise online.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.

**9. Penalty for suppression / distortion of facts:** If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Chairman, Englishbazar Municipality may take appropriate legal action against such defaulting Tenderer. The authority may ask to show hard copies of all credentials, certificates, company details, partnership deeds etc. etc. as uploaded by the Tenderer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.

## 10. Rejection of Tender

The employer(Tender accepting authority) receives the right to accept or reject any Tender and to cancel the Tendering process and reject all Tenders at any time prior to the award of contract without thereby incurring any liability to the affected Tenderers or any obligation to inform the affected Tenderers of the ground for employer's (Tender accepting authority) action.

## 11. Release of Security Deposit:

Release of Security Deposit will be as per WBF 2911, latest amendment of clause 17.

## 12. Date & schedule

(Table-1)

a)	Name of the work:-	Construction of Boundary Wall around OHR site at Zone-I, Ghorapir within Englishbazar Municipality under UIDSSMT programme, a component of JNNURM.
b)	Estimated amount:-	Rs 20,08,099.02/-
c)	Name and Address of the E-I-C:-	Executive Engineer, Malda Division, M.E.Dte.
d)	Eligibility of the Contractor :-	Govt. bonafide contractor or outsiders or reputed firm having credentials of (i) One similar nature of work of the minimum value of 40% of the estimated

		<p>amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,(ii) Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,(iii)Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e., the tenderer. The Tenderer also should possess valid PAN card., VAT, Professional Tax Clearance Certificate and Valid trade license.<b>MOU/ Joint Venture/ sub contract in any form will not be allowed or provided in this contract.(refer clause 6-i)</b></p>
d)	Cost Price of Tender documents :-	Rs. NIL
e)	Earnest money:-	<p><b>Rs. 40,162.00</b> (Rupees Forty thousand One Hundred Sixty Two) only. Earnest money to be paid in favour of “The Chairman, English Bazar Municipality”, payable at Malda in the form of Bank Draft from any Nationalized Bank. Refer instruction in this regard as stated earlier. Balance Earnest Money beyond Rs. 40162.00 (if any to fulfill 2% of amount offered) shall have to be deposited at the time of agreement by the successful tenderer.</p> <p>*Scan copy of earnest money to be uploaded. Only L- 1 shall submit original earnest money during formal agreement.</p>
f)	Time of completion	Time of completion of the Contract is <b>60</b> (Sixty) calendar days from the date of issue of Work Order.
g)	<b><u>Date and Time Schedule as follows :</u></b>	
i)	Date of uploading of NleT, and Tender Documents online (Publishing Date)	02/08/2017
ii)	Document downloaded / sell start date (on line)	03/08/2017 at 11:00 Hrs.

iii)	Tender submission start date (on line)	09/08/2017 at 10:00 Hrs.
iv)	Tender submission closing date (on line)	18/08/2017 at 17:00 Hrs.
v)	Tender opening date for Technical proposals (on line)	21/08/2017 at 11:00 Hrs.
vi)	Date of uploading list for Technically Qualified Tenderers (on line)	To be notified later.
vii)	Date and place for opening of Financial proposals (on line)	To be notified during uploading of Technical Evaluation Sheet of Tenderers.
viii)	Date of uploading of list of Tenderers along with the offer rates through (on line)	To be notified later.
ix)	Also if necessary for further negotiation through offline for final rate	To be notified later

**Note:**

1. In case of Bundh/strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above only for Sl. No. h) v) to x) of Table-1.
2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by Municipal Engineering Directorate, Govt. of West Bengal under the Deptt. of Municipal affairs. Comparative Statement may be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms and guidelines under UIDSSMT programme.
3. Scan copy of Earnest money should be submitted separately in separate cover as stated earlier.
4. The successful tenderer will have to purchase 3 sets of agreement i.e municipal 'K' form each @ Rs 2000 for a total Rs 6000(sample of which is available at PW section of Municipal Office in working hours) within 7 days after the issue of acceptance letter.
5. The contractors shall have to procure all materials including steel and cement as and when necessary as per directive of EIC whose decision regarding brand of cement and steel is final and binding. Cement should not be less than of 43 grade.
6. Site inspection should be made before submission of tender.
7. The authority reserves the right to seek clarification from intending quotationer regarding rate offered of any item, which should be proportionate and justified to available Govt. schedule of rates. It is desirable to maintain parity between different components of sub-structure and super structure. In case of parity does not exist and further in case after negotiation with the lowest bidder, if the bidder failed to resolve desired parity, then the rate offered by the lowest bidder is liable to be rejected.
8. It is likely that the Authority, if desire may ask the applicant to show original of all documents as uploaded by them and other documents in connection with the tender, if deem to be necessary for verification purpose.

Chairman,  
Englishbazar Municipality, Malda



## **Special terms and conditions**

**1. Contractor's Site Office:** The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

**2. Incidental and other charges:** The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of all taxes. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**3. Authorized Representative of Contractor:** The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorized representative in respect of one or more of the following purpose only. a) General day to day management of work. b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof. c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor. The selection of the authorized representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified herein-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

**4. Extension of time :** For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate.

**5. Contractor's Godown :** The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber platform to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately remove from the site by the contractor as per direction of the Engineer-in-Charge.

**6. Arrangement of Land:** The contractor will arrange land for installation of his Plants and Machineries, his go down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the tender accepting authority.

**7. Site Order Book:** The contractor shall within seven days of receipt of the work order to take up work, supply at his own cost one Site Order Book to Assistant Engineer Concerned, who is authorized to receive and keep in custody the Site Order Book on behalf of the Engineer-in-Charge. The Site Order Book shall be kept at the site of work under the custody of Assistant Engineer or his authorized representative. The Site Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Site Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Site Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Site Order Book for his own record and guidance. Cases of supplementary items or of claims may not be entertained unless supported by entries in the Site Order Book or

any written order from the Tender Accepting Authority. The first page of the Site Order Book shall contain the following particulars: a) Name of the Work b) Reference to contract number c) Contractual rate in percentage d) Date of opening of the Site Order Book e) Name and address of the Contractor f) Signature of the Contractor g) Name & address of the Authorized representative (if any of the contractor authorized by him) h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor. i) Signature of the authorized representative duly attested by the Contractor. j) Signature of the Assistant Engineer concerned. k) Date of actual completion of work. l) Date of recording final measurement. Entries in (k) & (l) above shall be filled in on completion of the work and before the site Order Book is recorded in the office of the EIC.

**8. Clearing Of Materials:** Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chainage and with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**9. Approval of Sample:** Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

**10. Water and energy:** The contractor shall have to arrange at his own cost, required energy for operation of equipment and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

**11. Road opened to traffic:** It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations. Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

**12. Drawings:** All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall have to carry out all the works according to the departmental Drawing and Detail Working Drawings to be supplied by the Department from time to time.

**13. Serviceable Materials :** The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-charge lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to municipality, full value will be recovered from the contractor's bill at rates as will be assessed by the Engineer in- charge.

**14. Unserviceable Materials :** The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

**15. Contractor's risk for loss or damage:** All risk on account of road carriage including loss or damage of vehicles, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

- 16. Idle labour & additional cost:** Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 17. Charges and fees payable by contractor:** a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law. b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.
- 18. Commencement of work:** The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.
- 19. Programme of work:** Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In- Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him.
- 20. Setting out of the work:** The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.
- 21. Precautions during works:** The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer in- Charge concerned will be recovered from the contractor.
- 22. Testing of qualities of materials & workmanship:** All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.
- 23. Timely completion of work:** All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.
- 24. Covered up works:** When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-Charge or the Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. However, when this is not possible for practical reasons, the Sub-Assistant Engineer, authorized by the Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item
- 25. Procurement of materials:** All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.
- 26. Rejection of materials:** All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of

non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

**27. Delay due to modification of drawing and design:** The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the work and due to non-delivery of the possession of site, if any.

**28. Implied elements of work in items :** Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

**29. Co-operation with other agencies and damages and safety of road users:** All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

**30. Damaged cement:** Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor.

Chairman,  
English Bazar Municipality, Malda

FORM –I

**PRE-QUALIFICATION APPLICATION**

**To**  
**The Chairman**  
**English Bazar Municipality, Malda**

Ref: - Tender for \_\_\_\_\_  
\_\_\_\_\_  
(Name of work) \_\_\_\_\_

**N.I.T.No.:**

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of \_\_\_\_\_ In \_\_\_\_\_ the \_\_\_\_\_ capacity \_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

(a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.

(b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Encl:- e-Filling:-**

1. Statutory Documents
2. Non Statutory Documents

Date: -

**Signature of applicant including title**  
and capacity in which application is made.

**AFFIDAVIT "Y" (Form II)**

**Declaration of the Bidder**

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value and Duly Notarized)

I, ....., son of  
....., aged about  
..... years by occupation ..... do hereby solemnly affirm  
and confirm as follow:

1. That, I am the ..... Of .....  
Have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.

2. That, I have inspected the site of work covered under NleB (NleB No ) circulated through Office memo bearing No ----- dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, VAT Act, Income Tax Act as would be applicable to the Contractor upon entering into formal Contract / agreement with the Bid Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the Bidder has been suppressed in the Bid documents.

4. That the statement above made by me is true to my knowledge.

Deponent

Solemnly affirmed by the said

.....

before me.

.....

(1st class Judicial Magistrate / Notary Public)

**SECTION - B**  
**FORM- III**  
**STRUCTURE AND ORGANISATION**

A.1 Name of applicant:

A.2 Office Address:

Telephone No. and Cell Phone No. :

Fax No. :

E mail:

A.3 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

Signature of applicant including title and capacity in  
which application is made.

Copy forwarded for information to-

1. The District Magistrate, Malda.
2. The Director, SUDA, ILGUS Bhawan, salt lake City, Kolkata
3. The Chief Engineer, M.E. Directorate, Bikash Bhawan, Salt Lake City, Kol- 91
4. The Additional Chief Engineer, North, M.E.Dte., Siliguri.
5. The Superintending Engineer, Central Circle, M.E. Directorate. Malda.
6. The Superintending Engineer, P.H.E, North Bengal Circle-II, Atul Market, Malda.
7. The Superintending Engineer, State High Way Circle, No. VIII, Singatala, Malda.
8. The Executive Engineer, Malda Division, M.E.Dte. Malda.
9. The Executive Engineer, P.H.E. Dte., Malda Division, Daulatpur P.H.E Complex, Malda.
10. The Executive Engineer Malda Arsenic area, Malda.
11. The Executive Engineer, Malda Highway Division, Singatala, Malda.
12. The Executive Engineer, P.W.D Division, Singatala, Malda.
13. The Media Officer, Dept. of I & CA, Writer's Building, Kolkata- 1
14. The CIC, Project, Englishbazar Municipality.
15. The Executive Officer, Englishbazar Municipality.
16. The Finance Officer, Englishbazar Municipality.
17. The Assistant Engineer, UIDSSMT, Englishbazar Municipality.
18. The SAE, UIDSSMT, Englishbazar Municipality.
19. The Accountant, Englishbazar Municipality.
20. Office Notice Board.

Chairman,  
Englishbazar Municipality, Malda